

It was alleged in the libel that the article was adulterated, in that it consisted in part of a filthy, decomposed, and putrid vegetable substance.

On March 10, 1927, no claimant having appeared for the property, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be destroyed by the United States marshal.

W. M. JARDINE, *Secretary of Agriculture.*

15118. Adulteration and misbranding of cottonseed meal and cottonseed cake. U. S. v. 100 Sacks of Cottonseed Meal and 400 Sacks of Cottonseed Cake. Consent decree of condemnation and forfeiture. Product released under bond. (F. & D. No. 21460. I. S. Nos. 15184-x, 15185-x. S. No. W-1892.)

On December 14, 1926, the United States attorney for the District of New Mexico, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying seizure and condemnation of 100 sacks of cottonseed meal and 400 sacks of cottonseed cake, remaining unsold in the original packages at Tucumcari, N. Mex., alleging that the articles had been shipped by the Amarillo Cotton Oil Co., Amarillo, Tex., December 3, 1926, and transported from the State of Texas into the State of New Mexico, and charging adulteration and misbranding in violation of the food and drugs act. The articles were labeled in part: "43% Protein Cottonseed Cake" (or "Cotton-seed Meal") "Prime Quality, Manufactured by Amarillo Cotton Oil Company, of Amarillo, Texas."

It was alleged in substance in the libel that the said sacks were misbranded, and the contents thereof adulterated, in that the statements and labels on the sacks, regarding the chemical contents of the article of food contained therein, were false and misleading and were intended to and did deceive the purchaser, in that a product containing less than 43 per cent of protein had been substituted for 43 per cent protein cottonseed meal and cottonseed cake, which the articles purported to be.

On March 7, 1927, the Amarillo Cotton Oil Co., Amarillo, Tex., claimant, having admitted the allegations of the libel and having consented to the entry of a decree, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be released to the said claimant upon payment of the costs of the proceedings and the execution of a bond in the sum of \$1,000, conditioned that it not be sold or otherwise disposed of contrary to law.

W. M. JARDINE, *Secretary of Agriculture.*

15119. Misbranding of cottonseed cake. U. S. v. 400 Sacks of Cottonseed Cake. Consent decree of condemnation and forfeiture. Product released under bond. (F. & D. No. 21420. I. S. No. 4142-x. S. No. C-5275.)

On or about December 11, 1926, the United States attorney for the District of Kansas, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying seizure and condemnation of 400 sacks of cottonseed cake, remaining in the original unbroken packages at Gretna, Kans., alleging that the article had been shipped by the International Vegetable Oil Co., from Dallas, Tex., on or about November 17, 1926, and transported from the State of Texas into the State of Kansas, and charging misbranding in violation of the food and drugs act. The article was labeled in part: "100 Pounds Net Guaranteed Analysis Protein, not less than 43% * * * Choctaw Quality Cottonseed Cake And Meal Choctaw Sales Company * * * Kansas City, Missouri."

It was alleged in the libel that the article was misbranded, in that the statement "Guaranteed Analysis Protein, not less than 43%, borne on the label, was false and misleading and deceived and misled the purchaser, in that the said statement represented that the article contained not less than 43 per cent of protein, whereas it contained a smaller quantity,

On February 19, 1927, the Planters Cottonseed Products Co., Dallas, Tex., having appeared as claimant for the property, judgment of condemnation was entered, and it was ordered by the court that the product be released to the said claimant upon payment of the costs of the proceedings and the execution of a bond in the sum of \$1,000, conditioned that it not be sold or offered for sale in violation of the law.

W. M. JARDINE, *Secretary of Agriculture.*